



**JAMES MADISON UNIVERSITY - EMPLOYMENT AGREEMENT
ADMINISTRATIVE AND PROFESSIONAL FACULTY MEMBER**

THIS AGREEMENT is entered into between James Madison University ("JMU") and Darla Edwards ("the faculty member"), for employment of the faculty member by JMU in the Professional & Continuing Education department. The faculty member is hereby employed as an administrative and professional member of the faculty at JMU. Therefore, according to the following terms and conditions, JMU agrees to employ the faculty member at JMU during the contract term. In return, the faculty member will perform assigned duties at JMU and will abide by the policies and procedures of JMU.

I. TERM

- 1.1. The period of this agreement shall run from 8/25/19 through 6/30/20, unless it is renewed for subsequent terms as provided below in 5.1.
- 1.2. This appointment is for an initial term of 8/25/19 through 6/30/20 [NOTE: end date must be no later than June 30. This contract is invalid if the initial term is for more than one year.]

II. SPECIFICS OF APPOINTMENT

- 2.1. The faculty member's title is Director of Special Projects.
- 2.2. The faculty member's direct supervisor is Carol Fleming
- 2.3. The faculty member is a full-time, benefits eligible employee. [NOTE: for part-time faculty appointments do not use this form.]

III. OBLIGATIONS OF JMU

- 3.1. JMU will utilize the faculty member to provide administrative and/or professional faculty services in the Professional & Continuing Education department. Duties will be at the discretion of JMU and will entail the faculty member performing assigned duties.
- 3.2. Duties and assignments may be changed from time to time at the discretion of JMU.
- 3.2. JMU will be responsible for providing the faculty member with an appropriate office space and other non-monetary support associated with his or her duties as an administrative and professional faculty member at JMU during the term of this agreement. Such support will be at the sole discretion of JMU. Any purchases made by JMU in support of the faculty member's assignment will remain the property of JMU and must be surrendered by the faculty member on termination of this agreement.
- 3.3. JMU will pay the faculty member a salary, which is the equivalent of \$83,228 per annum, payable in semi-monthly installments through the payroll system, and utilizing the direct deposit system, for the term of this agreement.
- 3.4. During the term of this agreement and any subsequent renewal terms, the faculty member will be eligible for any base salary increase or bonus provided by the Commonwealth of Virginia or JMU to administrative and professional faculty as long as the faculty member meets the specified criteria for such increase or bonus.
- 3.5. JMU is hereby relieved of any liability if unable to meet the responsibilities of the agreement because of any cause beyond the control of JMU. Furthermore, in the event of such cause, JMU is not liable for any damages that the faculty member might suffer. Specifically, if funding for this position is no longer available, the contract will end and JMU will have no liability for any damages.
- 3.6. JMU will provide the normal employee benefits due to a full-time administrative and professional faculty member during the period of the agreement.
- 3.7. If for any reason the faculty member fails or ceases to perform the assignment for JMU as required herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member, upon notice sent by JMU to the faculty member of such failure to perform.

IV. OBLIGATIONS OF FACULTY MEMBER

- 4.1. The faculty member will be responsible for performing all assigned duties faithfully and to the best of his or her abilities.
- 4.2. The relationship between the faculty member and JMU is governed by the provisions of the James Madison University policies and procedures, state and federal regulations and laws. By signing this agreement, the person named herein agrees to abide by these policies, procedures, regulations and laws, and any modifications thereto.
- 4.3. This agreement is conditioned on the ability of the faculty member to demonstrate to JMU his or her continued authorization to work in the United States, under the terms of the Immigration and Naturalization laws of the United States.
- 4.4. If for any reason the faculty member's employment is terminated according to the provisions of article VI herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member other than those payments mandated in JMU policy.

V. RENEWAL

- 5.1. This agreement may be renewed for subsequent terms upon agreement of JMU and the faculty member; the renewal will occur automatically if no notice of nonrenewal is given by the end of the contract term. Nonrenewal of employment may occur at any time and for any reason, and the faculty member serves in this position at the pleasure of the university.
- 5.2. JMU will notify the faculty member if it is determined that the faculty member's contract will not be renewed. The renewal term may be for any length agreed upon by the parties, but shall not exceed one year for any given renewal. Renewal shall be at the discretion of JMU, and no guarantee of renewal is given by the university to the faculty member. Employees hired and funded through grants who were hired after July 1, 2017, and employees hired and funded through affiliation agreements with outside entities (regardless of hire date) are not entitled to separation pay upon nonrenewal under policy 1335.
- 5.3. It is the policy of JMU to provide annual evaluations of the faculty member's performance. Reappointment is based on satisfactory performance and the needs of the university. Notice of nonrenewal of this contract will result in its automatic termination on June 30, 2020, unless an earlier date is specified in the notice of nonrenewal.

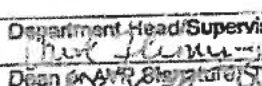
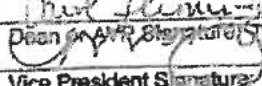
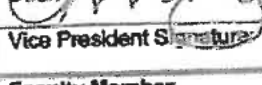
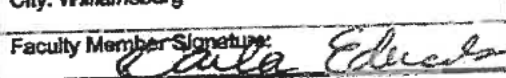
- 5.4. If the faculty member holds tenure in an academic unit at JMU, failure to renew this contract will result in the faculty member being given the option to return to his or her academic unit, according to the policies of the university.

VI. TERMINATION

- 6.1. JMU reserves the right to revoke this agreement at any time prior to the Term start date for any reason which would constitute misconduct or violation of applicable JMU and/or state policy during the course of performing responsibilities of this agreement.
- 6.2. JMU reserves the right to terminate this agreement before the ending date for any of the reasons specified in the policies and procedures of JMU, including but not limited to discharge for failure to complete appropriate documentation, dismissal for misconduct, dismissal for unsatisfactory performance, termination for financial exigency, termination for program reduction, discontinuance or elimination, or termination for medical reasons that prevent the faculty member from fulfilling his or her responsibilities. Such termination may occur at any time upon written notice, delivered to the faculty member's address on file with the university, according to the policies and procedures of JMU. For positions funded from sources outside of JMU, termination will occur if such funding is unavailable.
- 6.3. The faculty member may resign from JMU at any time upon written notice, delivered to the university's designated representative listed below, according to the policies and procedures of JMU. Notice should be given at the earliest possible opportunity, and at least one month's notice is expected.
- 6.4. If this contract is not terminated or nonrenewed, it will automatically renew, and the employment relationship between the parties will continue for another one year term. If it is terminated, it will end on the date specified in the termination notice. If it is nonrenewed, it will end on June 30, 2020, unless an earlier date is specified in the notice of nonrenewal. If the faculty member holds tenure in an academic unit at JMU, termination of this contract will result in the faculty member being suspended from the academic unit pending potential action by the academic unit, according to the policies of the university.

VII. GENERAL PROVISIONS

- 7.1. This agreement shall be governed and interpreted under the laws of the Commonwealth of Virginia.
- 7.2. This agreement and any written modifications of it constitute the sole agreement of the parties; any previous written contracts, oral agreements or understandings in conflict with this agreement shall be void.
- 7.3. Any and all modifications of this agreement shall be in writing hereon or attached hereto and signed or initialed by all parties. Facsimile copies are acceptable.
- 7.4. The obligations to be performed under this agreement are performable in Harrisonburg, Virginia, unless otherwise specified herein.
- 7.5. This offer is conditioned on approval by the Board of Visitors of JMU. Failure of the Board to approve this contract will result in its immediate rescission, without recourse by the faculty member named herein.
- 7.6. If any provision in this contract is found to be unenforceable, the parties agree that it can be severed from the contract while the remaining provisions remain in force.
- 7.7. This Agreement is subject to the acts of the General Assembly of the Commonwealth of Virginia, the governor's consolidated salary authorization of faculty positions, executive orders of the governor, and the regulations adopted from time to time by the Board of Visitors of JMU.
- 7.8. All notices and communications between the parties must be directed to the following authorized agents of the parties at the addresses shown below, or the address placed on file with the university by the faculty member.

JMU		
Name of Department Head/Supervisor: Carol Fleming	Department: Professional & Continuing Education MSC: 6906	James Madison University Harrisonburg, VA 22807
Department Head/Supervisor Signature: 	Professional & Continuing Education	Date: 8-4-19
Dean or AMP Signatory: 	Professional & Continuing Education	Date: 8/8/19
Vice President Signature: 		Date:
Faculty Member		
Name: Darla Edwards	Address: 3648 Bridgewater Dr.	
City: Williamsburg	VA	Zip: 23188
Faculty Member Signature: 	Date: 8/19/19	